

06-05-1998
~~100729043~~

09-03-1998

U.S. Department of Commerce
Patent and Trademark Office
PATENT



100809836

6.3.98

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID#

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment Security Agreement

License Change of Name

Merger Other

U.S. Government
(For Use ONLY by U.S. Government Agencies)

Departmental File Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached Execution Date
Month Day Year

Name (line 1)

Name (line 2)

Second Party

Name (line 1)

Name (line 2)

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

ASSIGNMENT
98 JUN 1 1998
RECEIVED
U.S. PATENT & TRADEMARK OFFICE
If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

06/04/1998 SMITH 0000012 4724577

FOR OFFICE USE ONLY

01 FC:581

120.00 0P

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

REEL: 9405 FRAME: 0973

Correspondent Name and Address

Area Code and Telephone Number

206/447-4400

Name Peter S. Ehrlichman, Esq.

Address (line 1) Foster Pepper & Shefelman PLLC

Address (line 2) 1111 Third Ave., Suite 34000

Address (line 3) Seattle, WA 98101-3299

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Application Number(s) or Patent Number(s)

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

4724597	4984388	5120485

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT		PCT		PCT	
PCT		PCT		PCT	

Number of Properties

Enter the total number of properties involved.

#

3

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

120.00

Method of Payment:
Deposit Account

Enclosed Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Samuel D. Porter
Name of Person Signing

Samuel D. Porter
Signature

5/20/98
Date

RECORDATION FORM COVER SHEET
CONTINUATION
PATENTS ONLY

Conveying Party(ies)

Mark if additional names of conveying parties attached

Enter additional Conveying Parties

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Execution Date
Month Day Year

Name (line 1)

Name (line 2)

Execution Date
Month Day Year

Name (line 1)

Name (line 2)

Receiving Party(ies)

Mark if additional names of receiving parties attached

Enter additional Receiving Party(ies)

Name (line 1)

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3) City State/Country Zip Code

Name (line 1)

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3) City State/Country Zip Code

Application Number(s) or Patent Number(s)

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

ORIGINAL

**PERPETUAL AGREEMENT FOR NON-EXCLUSIVE LICENSE OF PATENTS
AND CONFIDENTIAL INFORMATION**

WHEREAS JELD-WEN, inc. and Terry Johnson are parties to that certain agreement titled Agreement For Patent and Confidential Information Sale, Assignment, and Royalties dated November 2, 1993 ("1993 Agreement").

WHEREAS the parties amended the 1993 Agreement by letter agreement dated February 16, 1996 ("1996 Settlement Agreement").

WHEREAS JELD-WEN has elected pursuant to Section 7.1 (b) of the 1993 Agreement to execute a reassignment of Patents and Confidential Information (hereinafter these terms shall be used as defined in the 1993 Agreement) while retaining a continuing, perpetual, non-exclusive license to manufacture or sell products including the use of said Confidential Information and Patents pursuant to Section 7.2 of the 1993 Agreement.

WHEREAS the parties desire that the 1993 Agreement, as amended by the 1996 Settlement Agreement, shall otherwise remain in effect.

NOW, THEREFORE, in consideration of the mutual premises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Effective Date. The effective date of this Agreement ("Effective Date") shall be January 1, 1998.
2. Term. The term of this license shall be perpetual and shall survive any termination of the 1993 Agreement.
3. Non-Exclusive License. As provided in the 1993 Agreement, as amended by the 1996 Settlement Agreement, JELD-WEN shall hold a non-exclusive, irrevocable license to manufacture and sell products without right to sublease third parties.
4. Royalty. Royalties payable to Terry Johnson shall remain as provided in the 1993 Agreement, as amended by the 1996 Settlement Agreement. No minimum Royalty shall be due.
5. No Amendment or Waiver. Nothing in this Agreement shall supercede the terms of the 1993 Agreement, as amended by the 1996 Settlement Agreement, which shall remain in full force and effect. The parties do not waive any rights or obligations arising out of any prior agreements including, without limitation, the 1993 Supplier and Consultant Confidentiality Agreement and the Stipulated Protective Order entered by the AAA Panel on October 17, 1997 in Case No. 77 180 00 10397.

50006392.01 1

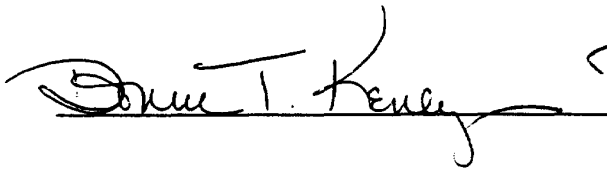
PATENT
REEL: 9405 FRAME: 0976

6. Understanding. The 1993 Agreement, as originally amended by the 1996 Settlement Agreement, represents the full and complete agreement and understanding of the parties hereto with respect to the Patents. Any amendment thereof must be in writing and executed by the parties hereto.

7. JELD-WEN warrants that it has paid all maintenance fees on the patents since November 2, 1993 and that said patents are current and valid as of the date of execution of the ReAssignment and the Perpetual Agreement.

EXECUTED by the parties hereto on the date entered hereinabove.

WITNESS:




TERRY JOHNSON
APRIL 22, 1998

ATTEST:

JELD-WEN, inc.

By: _____
Sam Porter
General Counsel and Authorized
Signator

6. Understanding. The 1993 Agreement, as originally amended by the 1996 Settlement Agreement, represents the full and complete agreement and understanding of the parties hereto with respect to the Patents. Any amendment thereof must be in writing and executed by the parties hereto.

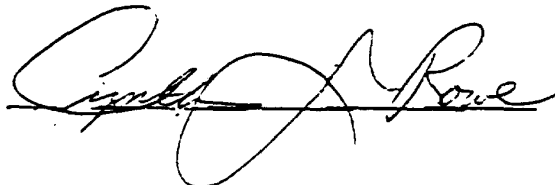

7. JELD-WEN warrants that it has paid all maintenance fees on the patents since November 2, 1993 and that said patents are current and valid as of the date of execution of the ReAssignment and the Perpetual Agreement.

EXECUTED by the parties hereto on the date entered hereinabove.

WITNESS:

TERRY JOHNSON

ATTEST: JELD-WEN, inc.

 By: 

Sam Porter
General Counsel and Authorized Signator

40278907.01